

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CAMCARA, INC. d/b/a AST	:	
WATERJET, individually, and on	:	
behalf of all others similarly situated,	:	
	:	
Plaintiff/Counterclaim Defendant,	:	CIVIL ACTION NO. 21-2264
	:	
v.	:	
	:	
AIR PRODUCTS AND CHEMICALS,	:	
INC.,	:	
	:	
Defendant/Counterclaim Plaintiff.	:	

ORDER

AND NOW, this 23rd day of March, 2023, after considering: (1) the amended complaint filed by the plaintiff/counterclaim defendant, CamCara, Inc. d/b/a AST Waterjet (“AST”) (Doc. Nos. 59, 61);¹ (2) the answer and affirmative defenses to the amended complaint as well as the counterclaims filed by the defendant/counterclaim plaintiff, Air Products and Chemicals, Inc. (“Air Products”) (Doc. No. 63); (3) AST’s answer and affirmative defenses to Air Products’ counterclaims (Doc. No. 80); (4) Air Products’ motion for summary judgment, statement of undisputed material facts in support of summary judgment, supporting memorandum of law, and supporting declaration with attached exhibits (Doc. Nos. 85, 87); (5) AST’s response in opposition to the motion for summary judgment, response to Air Products’ statement of undisputed material facts, statement of additional material facts, and supporting declaration with attached exhibits (Doc. Nos. 89, 90, 92, 93); (6) Air Products’ reply brief in further support of the motion for summary judgment (Doc. Nos. 96, 97); and (7) the arguments from counsel during oral argument

¹ The court has cited to the unredacted and redacted filings for sake of completeness.

on the motion for summary judgment (Doc. No. 100); accordingly, it is hereby **ORDERED** as follows:

1. Air Products' motion for summary judgment (Doc. No. 85) is **GRANTED IN PART** and **DENIED IN PART** as follows:

a. The motion is **GRANTED** with respect to AST's breach of contract claim relating to installation and removal costs in Count II of the amended complaint (Doc. Nos. 59, 61) and the breach of contract claim in Count I of Air Products' counterclaims (Doc. No. 63); and

b. The motion is **DENIED** with respect to AST's breach of contract claim relating to surcharges in Count I of the amended complaint;

2. Summary judgment is **ENTERED** in favor of Air Products and against AST on AST's breach of contract claim relating to installation and removal costs in Count II of the amended complaint;²

3. Summary judgment is **ENTERED** in favor of Air Products and against AST on Count I of Air Products' counterclaims in the amount of \$13,625.95;³

4. Count II of the Air Products' counterclaims is **DISMISSED AS MOOT**;

5. The court will hold a telephone conference on **Thursday, March 30, 2023, at 3:00 p.m.** to discuss the schedule moving forward in this matter. Counsel shall call 1-571-353-2300 and use pin 363973916# to enter the conference call.

BY THE COURT:

/s/ Edward G. Smith
EDWARD G. SMITH, J.

² This judgment is not final because the court does **not** expressly determine that "there is no just reason for delay." Fed. R. Civ. P. 54(b).

³ This judgment is not final because the court does **not** expressly determine that "there is no just reason for delay." *Id.*